

A. G. Contract No. KR912401TRD
ECS File: JPA 91-120
Project: F-053-2-308/H2148 01C
Section: SR-260 - Parkway Street

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

NAVAJO COUNTY, ARIZONA

THIS AGREEMENT is entered into 15 January, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and NAVAJO COUNTY, acting by and through its Board of Supervisors (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to a future roadway and drainage improvement project to State Route 260 (SR-260) contemplated by the State, it is necessary to realign access to the Heber Homes subdivision, via the extension of Parkway Street from Second Avenue to SR-260, at an estimated cost of \$20,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>16346</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/15/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. J. Greenwell</u>

II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project and provide maintenance within the State right of way, except for sidewalks.

2. The County will:

a. Review the design documents and provide comments.

b. Obtain any additional right of way and/or right of entry required for the Project, at no cost to the State. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Upon completion and acceptance by the State, provide maintenance to the Project outside the State right of way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

Navajo County
County Manager
PO Box 668
Holbrook, AZ 86025

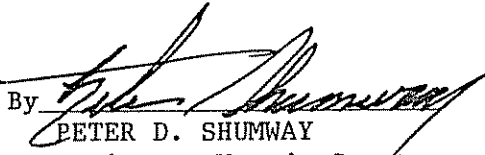
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

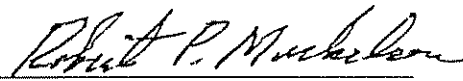
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NAVAJO COUNTY, ARIZONA


STATE OF ARIZONA

Department of Transportation

By 
PETER D. SHUMWAY
Chairman, Navajo County
Board of Supervisors

By 
ROBERT P. MICKELSON
Deputy State Engineer

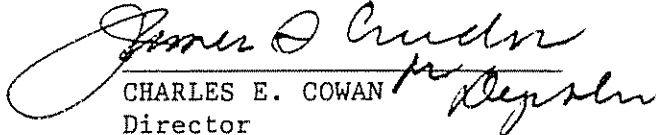
ATTEST:

By 
SHARON R. KEENE
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 25th day of September 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Navajo County for the purpose of defining responsibilities for the design, construction and maintenance to improvements to State Route 260 in the vicinity of Heber-Overgaard.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN
Director

DISTRICT I
PERCY DEAL
P O Box 365
ORAIBI AZ 86039
PHONE 725-3460

DISTRICT II
DAVID J TSOSIE
Box 1007
KEAMS CANYON AZ 86034

DISTRICT III
MARLIN F GILLESPIE
216 ENCANTO DR
HOLBROOK AZ 86025
PHONE 524-3041

DISTRICT IV
PETE SHUMWAY
P O Box 161
TAYLOR AZ 85939
PHONE 536-4060

DISTRICT V
LARRY A LAYTON
HC 62 BOX 6450
PINETOP AZ 85935
RES 367-2551

BOARD OF SUPERVISORS

NAVAJO COUNTY
GOVERNMENTAL CENTER
P O Box 668
HOLBROOK AZ 86025
PHONE (602) 524-6161

EDWARD J KOURY
COUNTY MANAGER

SHARON R KEENE
CLERK OF THE BOARD

Resolution No. 67-91

RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS FOR APPROVAL OF INTERGOVERNMENTAL AGREEMENT #91-120

WHEREAS, the State of Arizona Department of Transportation and Navajo County have agreed to each perform certain duties as outlined in Intergovernmental Agreement #91-120; and

WHEREAS, these duties have been determined to be in the best interests of the State of Arizona and Navajo County; and

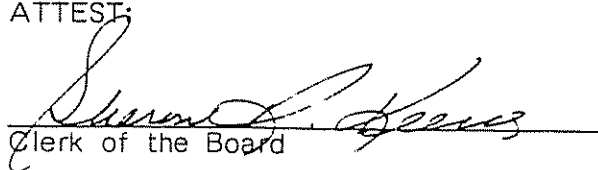
WHEREAS, Intergovernmental Agreement #91-120 has been reviewed by the Navajo County Attorney and found to be in proper form; now

THEREFORE, BE IT RESOLVED That the Navajo County Board of Supervisors, by this Resolution, does hereby enter into Intergovernmental Agreement #91-120.

APPROVED and DATED this 9th day of December, 1991.


Chairman, Navajo County
Board of Supervisors

ATTEST:


Clerk of the Board

JPA 91-120

APPROVAL OF THE NAVAJO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and NAVAJO COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 7 day of Dec, 1991.

Mark R. King

Deputy County Attorney

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
~~GRANT WOODS~~

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-2401TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of January, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section